

GEOTIME® SOFTWARE FROM UNCHARTED SOFTWARE INC. –

Terms of Service

Updated November 9, 2016

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10. Any breach or violation of any term in the Terms of Service as determined in the sole discretion of Uncharted will result in an immediate termination of your License(s). Upon such breach, you agree to destroy all copies of the Software and discontinue use thereof.

2. License Activation

1. The person installing or using the Software will be the contracting party ("Licensee") for the purposes of our Terms of Service and will be the person who is authorized to use any corresponding account we may provide to the Licensee in connection with the Service.
2. If you are installing or using the Software on behalf of your employer, your employer shall be the Licensee. If you are signing up for the Software on behalf of your employer, then you represent and warrant that you have the authority to bind your employer to our Terms of Service.

3. General Conditions

1. Technical support is only provided to active Licensee on a fee for service basis.
2. For Licensee corporations or Licensee individuals domiciled in the United States this agreement shall be construed in accordance with and governed by the laws of the State of New York. For Licensee corporations headquartered or Licensee individuals domiciled in Canada or jurisdictions other than the United States this agreement shall be construed and governed by the laws of the Province of Ontario, Canada. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Ontario



with respect to any dispute or claim arising out of or in connection with the Terms of Service. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms of Service and is hereby expressly excluded.

3. You acknowledge and agree that Uncharted may amend these Terms of Service at any time by <http://www.geotime.com/legal/terms> and such amendments to the Terms of Service are effective as of the date of posting. Your continued use of the Software after the amended Terms of Service are posted to GeoTime® website constitutes your agreement to, and acceptance of, the amended Terms of Service. If you do not agree to any changes to the Terms of Service, do not continue to use the Software.
4. You may not use the Software for any illegal or unauthorized purpose nor may you, in the use of the Software, violate any laws in your jurisdiction (including but not limited to copyright laws), the laws applicable to you in your customer's jurisdiction, or the laws of Canada and the Province of Ontario. You will comply with all applicable laws, rules and regulations in your use of the Software.

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1. All materials which contain content created with Uncharted GeoTime®, such as screenshots and videos, must include the following acknowledgement: "*Uncharted GeoTime® software used courtesy of Uncharted Software Inc. All rights reserved.*"
2. The Licensee consents to the use of their organization's name as part of the Uncharted customer list on Uncharted and GeoTime® web sites and company presentations.
6. Questions about the Terms of Service should be sent to support@geotime.com.
7. You acknowledge and agree that your use of the Software, including information transmitted to or stored by Uncharted, is governed by its privacy policy at <http://www.geotime.com>
8. The parties have required that the Terms of Service and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents que s'y rattachent soient rédigés en anglais.

4 Software Rights

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2. We reserve the right to refuse Software to anyone for any reason at any time.
3. We reserve the right to provide our software and services to any customer and you acknowledge that such software and services are provided on a non-exclusive basis.
4. In the event of a dispute regarding Account ownership, we reserve the right to request documentation to determine or confirm the Licensee Documentation may include, but is not limited to, a scanned copy of your business license, government issued photo ID, the last four digits of the credit card on file, etc.

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1. You expressly understand and agree that Uncharted (including herein its affiliates) shall in no event be liable to you or to any other person or entity for any direct, indirect, economic, incidental, special, tort or consequential damages or exemplary damages,



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2. You agree to indemnify and hold us and (as applicable) our subsidiaries, affiliates, Uncharted partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents it incorporates by reference, or your violation of any law or the rights of a third party.
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1. We will not disclose your confidential information to third parties, except as required in the course of providing our services. Confidential information includes any materials or information provided by you to us which is not publicly known. Confidential information does not include information that: (a) was in the public domain at the time we received it; (b) comes into the public domain after we received it through no fault of ours; (c) we received from someone other than you without breach of our or their confidentiality obligations; or (d) we are required by law to disclose.

8. Orders, Fees, and Delivery

1. Prices are in U.S. Dollars and are subject to change without notice unless otherwise stipulated in the quote.



2. Prices quoted are based upon fulfillment of the entire order. Any changes are subject to a revised quotation. Quotes are valid for 120 days.
 3. All software and licenses are fulfilled via electronic download. Physical DVD media is also available for an additional fee.
 4. All Fees are exclusive of applicable federal, provincial, state, local or other governmental sales, goods and services, harmonized or other taxes, fees or charges now in force or enacted in the future ("Taxes"). Where applicable, Taxes and duties are in addition to fees quoted.
 5. Annual maintenance is required in the first year. Customers under maintenance subscription receive new releases of the product that include enhancements, optimizations, and defect fixes. If maintenance is declined in later years and then subsequently requested, all skipped maintenance periods must be paid in full in order to receive new releases and to incorporate maintenance support.
 6. User and technical support is provided on a fee for service basis.
 7. License transfers within an organization are subject to an additional fee.
 8. For floating licenses, customer is responsible for providing and maintaining the Windows license server machine and for network connectivity from each user to the GeoTime® license manager server on the Windows license server.
 9. Integration services are provided on a fee for service basis.
 10. End user training is provided via web service on a fee per training group basis. On-site training is available for an additional fee.
 11. The GeoTime® Call Record Tool (CRT) is a software product of Uncharted sold separately. The CRT product is licensed annually and is provided co-terminus with GeoTime maintenance. CRT is updated regularly for changes in Telco call detail record formats. Due to constantly changing call detail record formats Uncharted does not warrant that the product is current for a particular specific call detail record at any point in time. Customers should regularly update the software prior to creating reports. The CRT software product expires every four months due to these constantly changing call detail record formats. After expiry, the CRT software product will not function and Customers must perform a new download to again use the product. Customers are required to renew GeoTime maintenance and CRT to continue to use the CRT software product in succeeding years.
 12. Invoice payment terms: net 30 days.
 13. Uncharted does not provide refunds.
- 9. Cancellation and Termination**
1. You may cancel your License at any time by emailing support@geotime.com and then following the specific instructions indicated to you in Uncharted's response.
 2. Upon termination of the Services by either party for any reason:



1. unless otherwise provided in the Terms of Service, you will not be entitled to any refunds of any Fees, pro rata or otherwise;
2. any outstanding balance owed to Uncharted for your use of the Software through the effective date of such termination will immediately become due and payable in full; and
3. If at the date of termination of the Service, there are any outstanding Fees owing by you, you will receive one final invoice via email. Once that invoice has been paid in full, you will not be charged again.
4. We reserve the right to modify or terminate the Uncharted Service or your License for any reason, without notice at any time.
5. Fraud: Without limiting any other remedies, Uncharted may suspend or terminate your License if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Software.

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1. Prices for the Software are subject to change upon 30 days' notice from Uncharted. Such notice may be provided at any time by posting the changes to the GeoTime® Site (www.geotime.com).
2. Uncharted reserves the right at any time, and from time to time, to modify or discontinue, the Service (or any part thereof) with or without notice.
3. Uncharted shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

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W.H. Shultz
V.P. Operations
Oct 18, 2017

✓ *David H. Gayton* /
Ogden City 11-17-17

Attest:
Lee Ann Peterson
Chief Deputy City Recorder



QUOTE #: MB170914-OPD101**September 14th, 2017**

Lt Danielle Croyle
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Ogden City, UT 84401

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c c Det Justin Gorman justingorman@ogdencity.com

**Annual Maintenance Renewal for 1 Standalone (Nodelocked) license
with an annual subscription to Call Records Tool (CRT) for up to 2 users
for the period of October 25th, 2017 to October 24th, 2018**

Description	Price	Quantity	Total
Annual Maintenance for GeoTime Standalone (Nodelocked) License	\$425.00	1	\$425.00
One year annual subscription GeoTime Call Records Tool (CRT) for up to 2 Users	\$499.00	1	\$499.00
	Subtotal		\$924.00
	Total (USD)		\$924.00

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<http://geotime.com/legal/terms/>